

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
SOUTHERN DIVISION

CARL F CARSON,
Plaintiff pro se',
V.

CAPITAL ONE BANK (USA) N.A.,
Defendant

WELTMAN, WEINGBERG & REIS Co.

ATLANTIC CREDIT & FINANCE, INC.

CO-DEFENDANTS

3 : 10 -cv- 184 RLY -WGH
Case No.:

) TRIAL BY JURY DEMANDED

PLAINTIFFS' STATEMENT OF CLAIM
STATEMENT UPON WHICH RELIEF CAN BE GRANTED

COMES NOW the Plaintiff, Carl F Carson.

At all times hereinafter mentioned, The Plaintiff was and still is a resident of Perry County, State of Indiana.
From here on Carl F Carson, will be known as The Plaintiff.

Plaintiff respectfully submits Plaintiffs Statement of Claim and Statement upon Which Relief Can Be Granted.

Statement of Claim

1 The Defendant's are debt collectors, as such is governed by
2 the law under The Fair Debt Collection Practices Act 15 USC
3 Section §1601, et seq. The Defendants are also governed under
4 the law by The Fair Credit Reporting Act 15 USC Section §
5 1681, et seq. The State of Indiana abides by and adheres to
6 these laws. Thus establishing the jurisdiction of this
7 honorable court.

8 Specifically section 813 of the FDCPA and 618 of the FCRA.

9 The Plaintiff denies ever having any contractual agreement
10 for credit, loans or services relationship with the

11 Defendants.

12 Even if the Plaintiff did have such an agreement, which the
13 Plaintiff denies, the alleged debt is not in question here.
14 But the fact as to how it was or was not validated and
15 wrongful actions of the Defendants in an attempt to collect
16 and credit reporting of the alleged debt, violated the civil
17 rights of the Plaintiff and the law as outlined in the Debt
18 Collection Practices Act, 15 USC §1601, et seq. and the Fair
19 Credit Reporting Act 15 USC §1681, et seq.

20 On or about January 21, 2007 the Defendant contacted the
21 Plaintiff by U.S mail at the Plaintiffs home.

22 The Defendant identified themselves as CAPITAL ONE BANK from
23 UTAH and stated that the Plaintiff owed them \$2,215.65.00 the
24 person identified himself as one T. Lee . The Plaintiff
25 asked this person to provide proof of this alleged debt and
26 Mr. Lee indicated that he had sent the Plaintiff that
27 information; the Plaintiff never had received any information
28 from this company prior to the date of this. The Defendant
29 never informed the Plaintiff of his rights under the DCPA.

30 "This is an attempt to collect a debt any information
31 obtained will be used for that purpose" The defendant
32 indicated "that he enclosed a copy of the customer agreement
33 and that the original application was not available and did
34 not have to because they had sent a letter with that
35 information on it". Plaintiff realleges the allegations set
36 forth in paragraphs 1 through 36 hereinabove.

37 **Count I**

38 § 807. False or misleading representations [15 USC 1692e]

39 (11) The failure to disclose in the initial written
40 communication with the consumer and, in addition, if the
41 initial communication with the consumer is oral, in that
42 initial oral communication, that the debt collector is
43 attempting to collect a debt and that any information
44 obtained will be used for that purpose, and the failure to
45 disclose in subsequent communications that the communication
46 is from a debt collector, except that this paragraph shall
47 not apply to a formal pleading made in connection with a
48 legal action.

49 NOTE - The Omnibus Appropriation bill (13) which was signed
50 into law on Sept. 30th, 1996 included an amendment to the
51 Fair Debt Collection Practices Act. The amendment requires
52 the debt collector to give the mini-Miranda warning in the
53 initial communication but, in all subsequent communications
54 with the debtor, the debt collector must disclose that
55 ... "This communication is from a debt collector." This
56 amendment became effective December 31, 1996. Attorneys who
57 are involved either in the collection process or with
58 foreclosures and/or consumer bankruptcies must be alert to
59 their obligations under the Act. Once the first contact has
60 been made with a debtor, a written validation notice must be
61 sent to the debtor, on a one-time basis, within five days
62 (which must also contain the mini-Miranda warning).

63 Thereafter, all communications with a debtor, whether written
64 or oral, must contain the "mini-Miranda" warning. This
65 includes telephone conversations, correspondence, demand
66 letters, stipulations, notices, discovery, receipts of
67 payment and post-judgment remedies.

68 NOTE - in accordance with the recent amendment, § 807(11)
69 does not apply to formal legal pleadings made in connection
70 with a legal action. The Defendant did not comply with the
71 law when contacting the Plaintiff by failing to inform the
72 Plaintiff of his rights.

73 Plaintiff demands judgment for \$1000.00

74 Plaintiff re-alleges the allegations set forth in paragraphs
75 37 through 75 hereinabove.

76 **Count II**

77 On or about February 8, 2007 the Defendants again contacted
78 the Plaintiff by U.S. mail at his home and again failed to
79 advise the Plaintiff of his civil rights under the law by not
80 invoking the consumer warning "this is an attempt to collect
81 a debt and any information will be used for that purpose"
82 § 807. False or misleading representations [15 USC 1692e]
83 (11) The failure to disclose in the initial written
84 communication with the consumer and, in addition, if the
85 initial communication with the consumer is oral, in that
86 initial oral communication, that the debt collector is
87 attempting to collect a debt and that any information
88 obtained will be used for that purpose, and the failure to

89 disclose in subsequent communications that the communication
90 is from a debt collector, except that this paragraph shall
91 not apply to a formal pleading made in connection with a
92 legal action.

93 NOTE - The Omnibus Appropriation bill (13) which was signed
94 into law on Sept. 30th, 1996 included an amendment to the
95 Fair Debt Collection Practices Act. The amendment requires
96 the debt collector to give the mini-Miranda warning in the
97 initial communication but, in all subsequent communications
98 with the debtor, the debt collector must disclose that
99 ... "This communication is from a debt collector."

100 This amendment became effective December 31, 1996. Attorneys
101 who are involved either in the collection process or with
102 foreclosures and/or consumer bankruptcies must be alert to
103 their obligations under the Act. Once the first contact has
104 been made with a debtor, a written validation notice must be
105 sent to the debtor, on a one-time basis, within five days
106 (which must also contain the mini-Miranda warning).

107 Thereafter, all communications with a debtor, whether
108 written or oral, must contain the "mini-Miranda" warning.
109 This includes telephone conversations, correspondence,
110 demand letters,
111 stipulations, notices, discovery, receipts of payment and
112 post-judgment remedies.

113 NOTE - in accordance with the recent amendment, § 807(11)
114 does not apply to formal legal pleadings made in connection

115 with a legal action.

116 Plaintiff demands judgment for \$1000.00

117 Plaintiff re-alleges the allegations set forth in paragraphs

118 76 through 118 hereinabove.

119 **Count III**

120 On or about March 23, 2007 the Defendant sent a letter by US

121 Mail to the Plaintiff saying they had completed my request,

122 again could not produce the original, but only a copy of a

123 application. Then Plaintiff by certified US Mail return

124 receipt request sent the Defendant again for documentation

125 and bureau reporting which received this on April 26th 2007.

126 (See attached receipt exhibit P1). On or about May 6th 2007

127 the Defendant again contacted the Plaintiff by US Mail at

128 his home and again failed to advise the Plaintiff of his

129 civil rights under the law by not invoking the consumer

130 warning "this is an attempt to collect a debt and any

131 information will be used for that purpose"

132 § 807. False or misleading representations

133 [15 USC 1692e] (11)

134 The failure to disclose in the initial written communication

135 with the consumer and, in addition, if the initial

136 communication with the consumer is oral, in that initial

137 oral communication, that the debt collector is attempting to

138 collect a debt and that any information obtained will be

139 used for that purpose, and the failure to disclose in

140 subsequent communications that the communication is from a

141 debt collector, except that this paragraph shall not apply
142 to a formal pleading made in connection with a legal action.
143 NOTE - The Omnibus Appropriation bill (13) which was signed
144 into law on Sept. 30th, 1996 included an amendment to the
145 Fair Debt Collection Practices Act. The amendment requires
146 the debt collector to give the mini-Miranda warning in the
147 initial communication but, in all subsequent communications
148 with the debtor, the debt collector must disclose that
149 ... "This communication is from a debt collector." This
150 amendment became effective December 31, 1996. Attorneys who
151 are involved either in the collection process or with
152 foreclosures and/or consumer bankruptcies must be alert to
153 their obligations under the Act. Once the first contact has
154 been made with a debtor, a written validation notice must be
155 sent to the debtor, on a one-time basis, within five days
156 (which must also contain the mini-Miranda warning).
157 Thereafter, all communications with a debtor, whether
158 written or oral, must contain the "mini-Miranda" warning.
159 This includes telephone conversations, correspondence,
160 demand letters, stipulations, notices, discovery, receipts
161 of payment and post-judgment remedies.
162 NOTE - in accordance with the recent amendment, § 807(11)
163 does not apply to formal legal pleadings made in connection
164 with a legal action.
165 Plaintiff demands judgment for \$1000.00
166 Plaintiff re-alleges the allegations set forth in paragraphs

167 119 through 167 hereinabove.

168 **Count IV**

169 The Defendant also violated the limited cease and desists
170 sent to them and received on April 26th 2007 by contacting
171 all the credit bureaus and advising that the account was
172 past due. \$ 805. Communication in connection with debt
173 collection [15 USC 1692c]

174 (a) COMMUNICATION WITH THE CONSUMER GENERALLY. Without the
175 prior consent of the consumer given directly to the debt
176 collector or the express permission of a court of competent
177 jurisdiction, a debt collector may not communicate with a
178 consumer in connection with the collection of any debt --
179 CEASING COMMUNICATION. If a consumer notifies a debt
180 collector in writing that the consumer refuses to pay a debt
181 or that the consumer wishes the debt collector to cease
182 further communication with the consumer, the debt collector
183 shall not communicate further with the consumer with respect
184 to such debt, except -- to advise the consumer that the debt
185 collector's further efforts are being terminated; to notify
186 the consumer that the debt collector or creditor may invoke
187 specified remedies which are ordinarily invoked by such debt
188 collector or creditor; or where applicable, to notify the
189 consumer that the debt collector or creditor intends to
190 invoke a specified remedy. If such notice from the consumer
191 is made by mail, notification shall be complete upon
192 receipt.

193 Plaintiff demands judgment for \$1000.00 Plaintiff
194 re-alleges the allegations set forth in paragraphs 168
195 through 195 hereinabove.

196 **Count V**

197 The Defendant also violated Section 809. Validation of debts
198 [15 USC 1692g] of the DCPA by not providing proof of the
199 alleged debt as requested by the Plaintiffs letter of April
200 26 by continuous collection activity prior to validation of
201 the debt.

202 If the consumer notifies the debt collector in writing
203 within the thirty-day period described in subsection (a)
204 that the debt, or any portion thereof, is disputed, or that
205 the consumer requests the name and address of the original
206 creditor, the debt collector shall cease collection of the
207 debt, or any disputed portion thereof, until the debt
208 collector obtains verification of the debt or any copy of a
209 judgment, or the name and address of the original creditor,
210 and a copy of such verification or judgment, or name and
211 address of the original creditor, is mailed to the consumer
212 by the debt collector.

213 Plaintiff demands judgment for \$1000.00

214 Plaintiff re-alleges the allegations set forth in
215 paragraphs 196 through 215 hereinabove.

217 **Count VI**

218 Overshadowing the document sent to the Plaintiff stated to
219 "review and remit balance in full to the above address
220 which overshadows the consumer warning on the document 1996
221 U.S. Dist. LEXIS 22555, DEBRA TYCHEWICZ, Plaintiff, v.
222 RICHARD DOBBERSTEIN d/b/a CREDIT ASSOCIATES, Defendant. 96-
223 C-0195-S UNITED STATES DISTRICT COURT FOR THE WESTERN
224 DISTRICT OF WISCONSIN
225 Plaintiff demands judgment for \$1000.00
226 Plaintiff re-alleges the allegations set forth in
227 paragraphs 217 through 227 hereinabove.

228 **Count VIII**

229 § 604. Permissible purposes of consumer reports
230 [15 U.S.C. § 1681b]
232 (2) In accordance with the written instructions of the
232 consumer to whom it relates
233 No permissible purpose to pull the report. On or about
234 May 6th the Defendant preformed an inquiry into the
235 Plaintiffs all three credit reports. The alleged contract is
236 outside the SOL and the Defendant has not provided
237 acceptable proof of any alleged debt subsequently violating
238 the following in the FCRA, There was no authorization by the
239 Plaintiff to pull the report.
240 Plaintiff demands judgment for \$1000.00
241 Plaintiff re-alleges the allegations set forth in

242 paragraphs 228 through 242 hereinabove.

243 WHEREFORE, the defendant has violated the Fair Credit
244 Reporting Act and the Fair Debt Collection Practices Act.
245 Plaintiff demands judgment in the amount of \$7,000.00, plus
246 all costs of this action along with punitive damages in the
247 amount of \$150,000.00.

248 Complaint/Statement of Claim against The Creditor

249 Two preceding accounts held by the Creditor were then sold
250 to Debt Collection Collectors from Capital One Bank (USA) N.A.
251 Creditor to ATLANTIC CREDIT & FINANCE INC. and WELTMAN,
252 WEINBERG & REIS CO. L.P.A. as Co-Defendants under 1 thru 10.
253 The Law of Agency applies in this matter. The Plaintiff had
254 contacted the Defendant The Creditor on or about April 2006
255 in reference to erroneous and inaccurate reporting in the
256 Plaintiffs Credit Report this is covered under the FCRA. The
257 Fair Credit Reporting Act 15 USC Section §1681, et seq
258 Plaintiff re-alleges the allegations set forth in
259 paragraphs 243 through 259 hereinabove.

260 **PLAINTIFFS' STATEMENT OF CLAIM**

261 COMES NOW the Plaintiff, Carl F Carson.
262 Plaintiff respectfully submits Plaintiffs Statement of
263 Claim. The Defendant THE CREDITOR CAPITAL ONE BANK (USA)
264 N.A. is a credit lender and as such governed under the law
265 by The Fair Credit Reporting Act 15 USC §1681, et seq. and
266 also reports these accounts to the national credit reporting
267 agencies i.e. TransUnion, Equifax, Experian and Involves all

268 national credit reporting agencies.
269 The State of Indiana abides by and adheres to these laws.
270 Thus establishing the jurisdiction of this honorable court.
271 Specifically the Fair Credit Reporting Act § 618 15 USC
272 § 1681p, et seq. The Plaintiff denies ever having any
273 contractual agreement for credit, loans or services
274 relationship with the Defendant. Even if the Plaintiff did
275 have such an agreement, which the Plaintiff denies, the
276 alleged account is not in question here. But the fact as to
277 how it was or was not verified and wrongful actions of the
278 Defendant in inserting erroneous and inaccurate information
279 and failure to indicate the account is in dispute and later
280 charged off in the Plaintiffs credit reports, violated the
281 civil rights of the Plaintiff and the law as outlined in The
282 Fair Credit Reporting Act 15 USC §1681, et seq. The
283 Plaintiff requested a copy of his Credit Report from
284 Experian/Equifax on June 2009 and again in December 2010.
285 The Plaintiff was alerted to this through his credit report
286 service. Upon inspection of the said report the Plaintiff
287 observed that THE CREDITOR was listed on the Plaintiffs
288 Tramsunion and Equifax credit report. Indicating a
289 debt/account due to THE CREDITOR FKA with the quote (charged
290 off account) inserted in the trade line. THE CREDITOR has
291 never contacted the Plaintiff at any time prior to today's
292 date with any allegations of any alleged debt/account. The
293 Plaintiff has not now or ever had any business affiliation

294 or relationship with THE CREDITOR has never applied for any
295 type of mortgage, or insurance or employment reasons with
296 the Defendant. The Plaintiff contacted the Defendant by U.S.
297 Postal Service Certified Mail Return Receipt on May 10, 2007
298 which the Defendant received on May 10th 2007 asking for
299 proof of this alleged account. The Plaintiff had contacted
300 the Defendant by US mail on several other occasions after
301 this and had never received an answer from the Defendant and
302 has attempted to have an explanation from the Defendant
304 without any response for over two years. After not receiving
303 any answer from the Defendant, the Plaintiff contacted the
304 Defendant on January 25th 2010 with a final notice of
305 Pending Lawsuit in an attempt to settle this situation
306 amicably to try and get a response from the Defendant
307 prior to filing this complaint. The Defendant received this
308 letter on or by January 29th 2010 via certified US Mail. The
309 Defendant has never responded to the Plaintiff. The
310 Plaintiff has tried every way possible to resolve these
311 issues but has never received an answer from THE CREDITOR
312 forcing the Plaintiff to this court action in order for the
313 court to intervene in this matter. The derogatory erroneous
314 and inaccurate information still remains on the Plaintiff's
315 Credit report to date.

316 The Plaintiff has requested confirmation/disputed this
317 alleged account with Experian and Equifax and Transunion on
318 several occasions and Experian, Equifax and Transunion have

319 confirmed that they are reporting it correctly as advised to
320 Experian, Equifax and Transunion by THE CREDITOR. The
321 Defendant must also inform notice of dispute to the Major
322 Credit Reporting agencies that the alleged debt is in
323 dispute, which the Defendant has not done. The Defendant has
324 continued reporting erroneous and inaccurate information by
325 updating the Plaintiffs credit report for more than two
326 years even after informing the Defendant of this and asking
327 for proof of any account and has done so to-
328 date. The Defendant is in violation the Fair Credit
329 Reporting Act [15 U.S.C. § 1681s-2], et seq. As follows:
330 A. Failure to inform the National Credit Reporting Agencies
331 that the alleged account is in dispute and/or charged off
332 failing to do so for over two years.
333 B. Continually updating the Plaintiff's credit report for
334 over two years with this erroneous and inaccurate
335 information for over two years.
336 Plaintiff re-alleges the allegations set forth in
337 paragraphs 260 through 337 hereinabove.
338 VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
339 According to the Fair Credit Reporting Act, section 623.
340 Responsibilities of furnishers of information to
341 consumer reporting agencies [15 U.S.C. § 1681s
342 (a) Duty of furnishers of information to provide accurate
343 information.
344 (1) Prohibition.

345 (A) Reporting information with actual knowledge of errors.

346 A person shall not furnish any information

347 relating to a consumer to any consumer-reporting agency if

348 the person knows or consciously avoids knowing that the

349 information is inaccurate.

350 (B) Reporting information after notice and confirmation of

351 errors. A person shall not furnish information relating to a

352 consumer to any consumer-reporting agency if (i) the person

353 has been notified by the consumer, at the address specified

354 by the person for such notices, that specific information is

355 inaccurate; and (ii) the information is, in fact,

356 inaccurate.

357 (2) Duty to correct and update information. A person who

358 (A) regularly and in the ordinary course of business

359 furnishes information to one or more consumer reporting

360 agencies about the person's transactions or experiences with

361 any consumer; and

362 (B) has furnished to a consumer reporting agency information

363 that the person determines is not complete or accurate,

364 shall promptly notify the consumer reporting agency of that

365 determination and provide to the agency any corrections to

366 that information, or any additional information, that is

367 necessary to make the information provided by the person to

368 the agency complete and accurate, and shall not thereafter

369 furnish to the agency any of the information that remains

370 not complete or accurate.

371 (3) Duty to provide notice of dispute. If the completeness
372 or accuracy of any information furnished by any person to
373 any consumer reporting agency is disputed to such person by
374 a consumer, the person may not furnish the information to
375 any consumer reporting agency without notice that such
376 information is disputed by the consumer.

377 (b) Duties of furnishers of information upon notice of
378 dispute.

379 (1) In general. After receiving notice pursuant to section
380 611(a)(2) [§ 1681i] of a dispute with regard to the
381 completeness or accuracy of any information provided by a
382 person to a consumer reporting agency, the person shall

383 (A) conduct an investigation with respect to the disputed
384 information;

385 (B) review all relevant information provided by the consumer
386 reporting agency pursuant to section 611(a)(2) [§ 1681i];

387 (C) report the results of the investigation to the consumer
388 reporting agency; and (D) if the investigation finds that
389 the information is incomplete or inaccurate, report those
390 results to all other consumer reporting agencies to which
391 the person furnished the information and that compile and
392 maintain files on consumers on a nationwide basis.

393 (2) Deadline. A person shall complete all investigations,
394 reviews, and reports required under paragraph (1) regarding
395 information provided by the person to a consumer reporting
396 agency, before the expiration of the period under section

397 611(a)(1) [\$ 1681i] within which the consumer reporting
398 agency is required to complete actions required by that
399 section regarding that information.

400 The information from THE CREDITOR Services on the
401 Experian/Equifax/Transunion credit report of Plaintiff does
402 not reflect that the information is disputed by the
403 consumer. According to the Fair Credit Reporting Act, 616.
404 Civil liability for willful noncompliance
405 [15 U.S.C. § 1681n], (a) In general. Any person who
406 willfully fails to comply with any requirement imposed under
407 this title with respect to any consumer is liable to that
408 consumer in an amount equal to the sum of:

409 (1) (A) any actual damages sustained by the consumer as a
410 result of the failure or damages of not less than \$100 and
411 not more than \$1,000, (2) such amount of punitive damages as
412 the court may allow; and (3) in the case of any successful
413 action to enforce any liability under this section, the
414 costs of the action together with reasonable attorney's fees
415 as determined by the court. Plaintiff re-alleges the
416 allegations set forth in paragraphs 348 through 418
418 hereinabove.

419 Plaintiff demands Judgment in the amount of \$24,000.00 for
420 each month the Defendant violated the act by updating the
421 Plaintiffs credit reports with inaccurate and erroneous
423 information.

424 VIOLATION OF THE FAIR CREDIT REPORTING ACT

425 According to the Fair Credit Reporting Act, section 623.
426 Responsibilities of furnishers of information to
427 consumer reporting agencies [15 U.S.C. § 1681s-2]:
428 (a) Duty of furnishers of information to provide accurate
429 information.
430 Plaintiff has had a lower negative credit score as of this
431 date and has been denied credit and at reasonable rates
432 because of the Defendant's actions, and have damaged the
433 Plaintiffs Credit Report Score and have committed
434 Defamation of Character, PerSe' against the Plaintiff.
435 **WHEREFORE**, the defendants have violated the Fair Credit
436 Reporting Act and the Debt Collection Practices Act,
437 Plaintiff demands judgement in the amount of \$48,000.00,
438 plus all costs of this action along with punitive damages
439 in the amount of \$150,000.00 or as the court may allow
440 with Private Attorney General fees of \$3,000.00 as
441 prescribed by law Graziano v. Harrison, 950 F.2nd 107,
442 113 (3d Cir. 1991), 15 U.S.C. sec. 1692k(a)(3), (see
443 Zagorski v. Midwest Billing Services, Inc., F.3d - (1997)
444 WL 695401, 7th Cir.) or 128 F.3d 1164 (7th Cir., 1997).
445 Plaintiff re-alleges the allegations set forth in
446 paragraphs 419 through 446 hereinabove.
447 The Plaintiff has tried every way possible to resolve
448 these issues amicably but has not been replied to or
449 ignored in these matters thus leaving the Plaintiff no
450 alternative but to seek relief through this Honorable Court.

451 Statement Upon Which Relief Can Be Granted

- 452 1. A settlement agreement between the Plaintiff and the
453 Defendant that the Defendant's shall remove any
454 derogatory information and inquires from all four
455 major credit-reporting agencies: Trans Union, Equifax,
456 Experian and Innovis and any other known credit
457 reporting agencies Capital One Bank (USA) N.A. has
458 used now or may use in the future.
- 459 2. Defendant's must also provide a letter and or Universal
460 Data Form indicating that they have done this and send
461 same to the Plaintiff.
462
- 463 3. The Defendant's will be barred now or in the future from
464 selling or transferring of the allgeded debt to any
465 other collection agency or attorney or entity and also
466 barred now and in the future from re-entering this
467 information into the Plaintiffs credit reports.
- 468 4. The Defendant's must cease and desist any further
469 collection activities against the Plaintiff and the
470 Defendant may not See or Transfer the alleged account
471 to any other Collection Agency or Attorney or entity
472 now or in the future, and release all judgments.
- 473 5. Payment of \$48,000.00 for their violations.
- 474 6. Private Attorney General fees must be paid
475 to the Plaintiff.
- 476 7. Damages as allowed by the Court.

477 Respectfully submitted this 28 day of December 2010.

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482
483



Carl F. Carso, Plaintiff
c/o 701 31st Street
Tell City, Indiana 47586
812-608-0176
kingosabee@aol.com

484 CERIFICATE OF SERVICE

485 I hereby certify that a copy of the forgoing complaint-
486 summons Carl F. Carson vs. CAPITAL ONE BANK (USA)N. A.,
487 1500 CAPITOL ONE DRIVE, RICHMOND, VA. 23238, and Weltman,
488 Weingberg & Reis Co., L.P.A. 525 Vine Street - Suite 800,
489 Cincinnati, Ohio 45202 & Atlantic Credit & FinanceInc., 2727
490 Franklin Road, Roanoke, VA 24104. Defendant's was mailed by
491 U.S.Postal Service Certified Mail Return Receipt to follow
492 to be submitted to the Clerk of the Court.